# ORDER

## DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

3330.46

9/10/85

REEMPLOYMENT RIGHTS FOR AIR TRAFFIC CONTROL SPECIALISTS ASSIGNED TO THE CENTRAL FLOW CONTROL FACILITY IN WASHINGTON HEADQUARTERS SUBJ:

- 1. PURPOSE. This order establishes a rotational program whereby field and Washington headquarters air traffic control specialists who are assigned to the Washington Central Flow Control Facility (CFCF) will have return rights to their parent organization. After experience with the concept, a review will be conducted to determine if the program should become a permanent part of Order 3330.6B, Reemployment, Restoration, and Return Rights.
- 2. <u>DISTRIBUTION</u>. This order is distributed to the branch level in Washington, the regional Air Traffic and Personnel Management or Human Resource Management Divisions, the FAA Academy, and the Air Traffic Control Systems Technology Division at the Technical Center, with a limited distribution to all air traffic field facilities.
- 3. BACKGROUND. The continuously changing nature of the air traffic control (ATC) system dictates that personnel administering flow control procedures on a national basis must be current and proficient in understanding and operating all aspects of the system. The intent is to staff a cadre of rotational specialists who are current in field procedures to work alongside a core of permanent specialists and supervisors to manage the operational ATC system more effectively.
- 4. FORMS. The forms used in support of this program are FAA Form 3330-62, Employment Agreement for the Air Traffic Operations Service Central Flow Control Facility, and FAA Form 3330-63, Extension Employment Agreement for the Air Traffic Operations Service Central Flow Control Facility. These forms may be reproduced locally.
- 5. SCOPE. This program grants administrative return rights to employees who accept assignments from the field or from offices in Washington headquarters to the CFCF. Return rights apply to employees who occupy positions at the GS-14 level. Employees at the GS-15 level are excluded.

#### 6. RELATIONSHIP WITH OTHER PROGRAMS.

- a. Experience in a position covered by this program is not creditable as headquarters staff experience under Order 3330.1A, Merit Promotion Program, appendix 14. It is the equivalent of facility staff experience. However, the employee is eligible for the 5 percent pay differential under the Revitalization Act.
- b. If an Academy instructor or an employee assigned to an overseas region with return rights accepts an assignment in Washington headquarters under this program, the parent organization is the same as it was while employed at the Academy or overseas. If the employee has no return rights, the parent organization is the Aeronautical Center or the overseas region.

3330.46

c. When an employee who wishes to exercise return rights under chapter 5, Order 3330.6B, accepts an assignment under this program, CFCF will send a PMIS message to the parent organization to advise them of the employee's new return date effective upon completion of the tour in CFCF.

- d. Employees who are eligible for return rights under chapter 5, Order 3330.6B, and who wish to forfeit those return rights to enter this program have return rights to the office or service from which they were selected.
- 7. TOUR OF DUTY. The initial tour of duty to CFCF is 2 years. Upon completion of the tour of duty in the program, this order provides administrative return rights for employees to their parent organization or if from Washington headquarters to the office or service from which selected.

#### 8. EMPLOYEE ELIGIBILITY.

- a. The employee, the Air Traffic Operations Service, and the parent organization may mutually agree to an extension of the tour for 1 additional year.
- b. An employee who completes the initial tour or an extension is eligible for return at the grade held immediately prior to assignment to the CFCF.
- c. After completing the entire period of assignment, an employee must be returned to his or her original organization. This does not preclude the acceptance of an assignment in another agency or some other permanent position.
- d. An employee who accepts another assignment or position forfeits his or her return rights under this program. If the assignment is to another position in Washington headquarters, the employee is not eligible for coverage under chapter 5, Order 3330.6B, as the assignment did not originate with that program.

#### 9. EMPLOYMENT AGREEMENT.

- a. Prior to appointment under this program and to obtain return rights, employees are required to sign an employment agreement (FAA Form 3330.62).
- b. Agreements for initial employment are executed to correspond with a 2-year tour of duty. Subsequent agreements are executed for a 1-year extension. (FAA Form 3330.63).
- 10. SCHEDULING EMPLOYEES FOR RETURN. Eligible employees shall be returned to their parent organizations with the dates scheduled to provide overlap with replacement specialists. When flexibility permits, careful consideration should be given not only to the needs of the Central Flow Control Facility but also to the needs of the parent organization and the personal desires of the employees.
- a. The formal application must be submitted not less than 90 days or more than 120 days before the completion of the tour. The formal request must be accompanied by a current Standard Form (SF) 171, Personal Qualifications Statement.

Page 2 Par 6

- b. The parent organization must respond to an official request for restoration within 30 days after receipt.
- 11. IDENTIFYING THE PARENT ORGANIZATION. The parent organization is the FAA appointing authority from which the employee was selected. Exceptions to this rule are the same as those stated in paragraph 54, chapter 5, Order 3330.6B.
- 12. RESTORATION REQUIREMENT. The parent organization will make every effort to place the employee in a suitable permanent position. If a permanent position is not available, the provisions of paragraph 55, chapter 5, Order 3330.6B, apply.
- 13. TRAVEL AND TRANSPORTATION EXPENSES. The movement of employees under the provisions of this order is for the benefit of the Government, and travel and transportation expenses shall be paid to the extent allowed by law and regulations.
- 14. AUTHORITY TO CHANGE THIS ORDER. The Director of Personnel and Technical Training is authorized to issue changes to this order which do not affect policy, delegate authority, or assign responsibility.

Donald D. Engen Administrator

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#### **Employment Agreement** for the **Air Traffic Operations Service Central Flow Control Facility**

Complete in original and three copies: Original to official personnel folder; first copy to be forwarded to the employee:

second copy to parent organization; third copy to the Centra	al Flow Control Facility.
Name of Employee (Last, First, Middle) Type or print	Name of FAA Representative* (Type or print)
	*Normally signed by personnel office unless further delegation is authorized
The employee named above and the Federal Aviation Admin	Accessed the second
<ol> <li>The employee's reemployment rights shall be governed by Specialists assigned to the Central Flow Control Facility, in V</li> </ol>	y Order 3330.46, Reemployment Rights for Air Traffic Control Washington Headquarters.
<ol><li>If the employee remains in the Central Flow Control Facilit rights.</li></ol>	ty for a period of 2 years, he or she is entitled to reemployment
<ol> <li>The employee must return to his or her original organizati extension is agreed upon by all parties.</li> </ol>	ion upon completion of the 2 year tour or 3 year tour if a 1 year
<ol> <li>The employee will be entitled to return at the grade hel agreement.</li> </ol>	ld immediately prior to selection for the position under this
Reemployment shall be granted by	s Parent Organization)
(Embohee s	s Parent Organization)
Signature of Employee	Date
Signature of FAA Parent Organization Representative	Date
Remarks	

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### **Extension Employment Agreement** for the **Air Traffic Operations Service**

**Central Flow Control Facility** 

Complete in original and three copies: Original to official personnel folder; first copy to be forwarded to the employee;

second copy to parent organization; third copy to the Centi	
Name of Employee (Last, First, Middle) Type or print	Name of FAA Representative* (Type or print)
	*Normally signed by personnel office unless further delegation is authorized
The employee named above and the Federal Aviation Admir	nistration agree as follows:
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The employee's reemployment rights shall be governed Control Specialists assigned to the Headquarters Central Floring	
2. The employee, the Air Traffic Operations Service, and the	ne parent organization agree to an extension of the original
2 year tour for an additional 1 year.	to paront organization agree to an extension of the original
Signature of Employee	Date
Signature of Air Traffic Operations Service Representative	Date
Signature of FAA Parent Organization Representative	Date
Remarks	
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